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17 Sept~~CONFIDENTIAL~~*Office Memorandum* • UNITED STATES GOVERNMENT

TO : General Counsel

DATE: 16 September 1954

FROM : Chief, Fiscal Division

OGC Has Reviewed

SUBJECT:

1. There is attached a copy of a memorandum of 30 August 1954 to the Comptroller from the Office of Personnel with reference to the subject individual's employment with the Agency and payment to him of compensation therefor. We are unable to agree altogether with the statements and the opinions expressed therein.

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2. Personal Service Contract, Form No. 37-53, reveals that he was employed as a retired officer of the Armed Services and as an intermittent consultant to "act as a consultant to officials of OPC, SP in formulating plans and policies for a major operational activity contemplated by that group"; duration of contract was from 3 August 1951 to 30 June 1952; rate of compensation was fixed at "\$25.00 per day of service"; and, estimated total cost was \$4,500.00. Inasmuch as the rate of compensation was not fixed at \$25.00 per consultation, we are reluctant to agree that his services were contracted for on a fee basis rather than on a time basis. With respect to the documentation of the Colonel's service to the Agency, as available in this Division, there is no disagreement as to the amount of \$325.00 paid him, nor the 13 stated days for which he was paid; however, we are not aware of any documentation which justifies the designation by the Office of Personnel of the six consultations and each comprised of either the single days or the groups of consecutive days of service; furthermore, we do not agree that the Colonel should have received only \$150.00 for 13 days of service at the rate of "\$25.00 per day of service" and, with the belief that he "owes a debt of \$175.00 to the Agency".

3. It is of interest that the General Accounting Office has not questioned the propriety of the payment made; furthermore, there are only 13 days of service involved and the amount paid is relatively insignificant. Therefore, we should be pleased if it were resolved that, as understood by the Colonel and the Agency, the condition of the contract "\$25.00 per day of service" meant "\$25.00 per Consultation" and that the service each day constituted a separate consultation; also, that his receipt of payments by the Agency concurrently with the payment of his annuity as a retired officer of the Army was not in contravention of any statutes of the U. S. Code.

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4. The opinion of your Office is requested as to whether there need be taken any further action by either the Personnel Office or this Division in the case.

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Attachment